

WEBSITE AGREEMENT - terms and conditions of use

Before using this website, you must read and accept all terms in this Agreement. It is effective on interaction with this website, and forms a binding contractual agreement between us. You must be 18 years of age or older to access this Site.

1. Access

1.1. beachorbush.com.au ("this Site") is owned and operated by BEACH OR BUSH Pty Ltd [ACN 605 643 614]. All references to BEACH OR BUSH on this Site are references to BEACH OR BUSH Pty Ltd including all of its officers, directors, employees and agents.

2. Your Comments

2.1. You may access and use our Site and post comments on our Site. 2.2. You must not post inappropriate, offensive, pornographic, threatening, abusive, discriminatory, false, inaccurate, misleading or defamatory comments. If you see any of these comments, you must notify BEACH OR BUSH immediately. 2.3. Your comments must not cause you or BEACH OR BUSH to breach any law, regulation, rule, code of conduct or other legal obligation including, but not limited to, breaches of confidence, privacy or intellectual property.

3. Our Content

3.1. BEACH OR BUSH will use its reasonable endeavours to ensure the content in this Site is updated, however, you agree not to hold BEACH OR BUSH responsible for any inaccuracies or any unreliability or completeness of information on this Site. 3.2. You acknowledge that the information supplied on this Site is provided to BEACH OR BUSH and BEACH OR BUSH cannot be responsible for any use made by you of the information contained on this Site.

4. Your Access and interference

4.1. You must not interfere or attempt to interfere with the proper working of the Site. You must not distribute viruses or any other technology that may harm our Site or the interests or property of users of our Site. 4.2. BEACH OR BUSH cannot guarantee continuous or secure access to the Site, and its operation may be interfered with by numerous factors outside our control. Accordingly, to the extent legally permitted, BEACH OR BUSH exclude all implied warranties, terms and conditions.

5. Intellectual Property

5.1. The material displayed on this Site, including all information, text, graphics, software, advertisements, names, logos and trademarks (the "Intellectual Property") is owned by BEACH OR BUSH and is protected by copyright, trade mark and other intellectual property laws. 5.2. You must not modify, copy, reproduce, publish or distribute the Intellectual Property in any way without our prior written consent. 5.3. When you comment or otherwise give BEACH OR BUSH content for our Site, you grant BEACH OR BUSH a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and transferable licence to exercise any and all Intellectual Property rights you have in the content now or in the future. This licence survives termination of this Agreement. 5.4. You further consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

6. Third Party Sites

6.1. This Site contains links to third party sites. These third-party sites are not maintained or controlled by BEACH OR BUSH. 6.2. To the extent permitted by law, BEACH OR BUSH accept no liability and provide no warranty in respect of the information displayed on such third-party sites. BEACH OR BUSH do not endorse that information, or any party associated with it and you link to such third-party sites entirely at your own risk.

7. Prohibited access to the Site

7.1. BEACH OR BUSH may limit, suspend or prohibit access to the Site, or take technical and legal steps to keep you off the Site, if BEACH OR BUSH think that you are creating legal liabilities, infringing any laws, infringing intellectual property rights of BEACH OR BUSH or third parties, if you breach this Agreement, or if BEACH OR BUSH believe your actions may cause loss or damage to or unlawfully harm you, our other users, third parties, or BEACH OR BUSH.

8. Release and Indemnity

8.1. By accessing this Site, you release BEACH OR BUSH from any and all liability for any direct or indirect loss or damages (including loss or damage from negligence) arising from access to or use of the content on this Site or sites linked to this Site. 8.2. BEACH OR BUSH are not liable for any other user content, actions or inactions of that user. If you have a dispute with a user, you release BEACH OR BUSH from claims arising out of or in any way connected with that dispute. 8.3. BEACH OR BUSH are not liable for any loss, damages and costs (including indirect losses) that are suffered by reason of the unauthorised use of the personal information you provide to us. 8.4. To the full extent permitted by law, BEACH OR BUSH excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these terms.

8.5. These terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, BEACH OR BUSH limits its liability in respect of any claim to, at our option: 8.5.1. in the case of goods: 8.5.1.1. the replacement of the goods or the supply of equivalent goods; 8.5.1.2. the repair of the goods; 8.5.1.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or 8.5.1.4. the payment of having the goods repaired, and 8.5.2. in the case of services: 8.5.2.1. the supply of the services again; or 8.5.2.2. the payment of the cost of having the services supplied again. 8.6. You agree to indemnify BEACH OR BUSH from and against all losses, expenses, damages and costs (including indirect losses) resulting from your use or inability to use this Site. 8.7. You agree to indemnify BEACH OR BUSH against any claims made against BEACH OR BUSH by any third party due to or arising out of your breach of this Agreement or your infringement of any law or the rights of a third party in the course of using this Site.

9. Miscellaneous

9.1. This Agreement is governed by the laws of NSW and Australia, and you agree to be subject to the jurisdiction of the laws of NSW and Australia. 9.2. We reserve the right to amend this Agreement at our discretion, and will publish any such amendments on this Site which will be taken to be effective on and from the date that they are published on this Site. It is your responsibility to ensure that you are aware of the current Agreement. 9.3. You must not assign or otherwise deal in any other way with any of your rights under this Agreement. 9.4. If a provision of these terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.